CONTRACT WITH COMMUNITY BASED ORGANIZATION

This Agreement ("Agreement") is between **CLACKAMAS EDUCATION SERVICE DISTRICT** ("CESD") and Elgin Parks and Recreation District, a community-based organization ("CBO") (collectively, "the Parties") The Parties agree as follows:

Term of Agreement: The initial Agreement term will be 6/1/2022 through 6/30/2023, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first.

Scope of Work; Payment: The CBO will conduct summer learning program(s), as described in your application. As compensation for such services, CESD will pay CBO in accordance with the payment terms set forth not to exceed $ 52,750.00.
Please Note: Ninety Percent of the award will be issued with the execution of this agreement. Ten percent will be withheld until final documentation is provided to OAESD.

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment:** Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, CBO may subcontract, in whole or in part, its performance under this Agreement.

2. **Termination:** This Agreement may be terminated (a) by mutual agreement at any time or
3. (b) by CESD, for cause or convenience, upon not less than three calendar days' advance written notice. Upon termination, the CESD shall compensate CBO for all Services authorized by CESD and properly performed through the date of termination plus any expenses directly attributable to the termination. In no event shall CBO be entitled to compensation for overhead and profit on the terminated Services or consequential damages arising out of such termination.

4. **Access to Records:** Each party will have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

5. **Compliance with Applicable Law:** Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders.

6. **CBO's Indemnification:** CBO agrees to indemnify, hold harmless, and reimburse CESD, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys' fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of CBO, its employees, sub-consultants, or anyone for whose acts CBO is responsible.

7. **CESD's Indemnification:** CESD agrees to indemnify, hold harmless, and reimburse CBO, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys' fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of CESD, its employees, subconsultants, or anyone for whose acts CESD is responsible.

8. **Force Majeure:** In no event shall a party have any claim against the other party for any failure of performance by such party, if such failure of performance is caused by or the result solely of causes beyond the reasonable control of such other party, including, but not limited to: damage caused by a third party, electrical storms, fire, heavy rain, heavy snow, other acts of God, or other natural catastrophe; laws, orders, rules, regulations, directions, or action of governmental authorities, or of any civil or military authority, national emergency, or lockout, labor shortage, or materials shortage.

9. **Insurance:** CBO shall maintain the following insurance coverage:
    a. Workers' compensation and employer's liability insurance as required by law with a limit of $500,000.
    b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned or leased vehicles, in the amount of $2,000,000 per occurrence.
    c. Commercial general liability insurance covering claims for injuries to members of the public or damage to the property of others, or both, arising out of any act or omission of CBO or any of its employees, agents or subconsultants, with a limit of $2,000,000 per occurrence, $3,000,000 aggregate.
    d. Sexual abuse and molestation*: $2 million per occurrence; $3 million aggregate.
    e. Directors and Officers: $1,000,000 (Recommended)
    f. Crime Protection: $500,000 (Recommended)

    CBO shall provide CESD with a certificate of insurance for each of the policies and coverages required. CESD shall be named as an additional insured under the general liability policy and CBO shall provide an endorsement so naming CESD.

10. **Governing Law; Arbitration:** The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon. All claims, disputes and other matters in question between CESD and CBO arising out of or relating to this Agreement will be subject to binding arbitration in accordance with ORS 190.710 to 190.800.

11. **Entire Contract:** This Agreement constitutes the entire, legally-binding contract between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.

12. **Waiver; Severability:** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement. If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void, or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

13. **Modification:** No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. **Please Note:** The grantee may make written request for additional funds not to exceed 10% of the original award for unforeseen expenses or expansion of the services provided. Approvals are subject to OAESD review and written approval. For additional requests exceeding 10% of the original award, a new application must be submitted. Approvals of additional awards are NOT automatic and should not be assumed.

14. **Notices:** Any notice or other communication regarding this Agreement will be served in one of the following manners: (1) personal delivery, (2) facsimile transmission, or (3) delivery by courier or messenger service that maintains records of its deliveries, or (4) email.

15. **Signatures:** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of CESD and CBO respectively.

I have read this contract, including all exhibits and attachments, if applicable. I certify that I have the authority to sign and enter into this contract and agree to be bound by its term

Dianne Greif (Jun 28, 2022 19:02 PDT)

Authorized Signature for CBO

06/28/2022

Date

Authorized Signature for CESD

06/28/2022

Date